

RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Honorable Commissioner for Patents: Please record the attached original document(s) or copy(ies) thereof.

1. Name of Conveying Party(ies):

Scott A. Moskowitz

Michael W. Berry

Additional name(s) of conveying party(ies) attached?

☐

Yes

☒

No

2. Name and Address of Party(ies) receiving an interest (assignee(s)):

Name: Blue Spike, Inc.

Name:

Address: 16711 Collins Avenue, #2505

Address:

Miami, Florida 33160

Country: USA

Country:

Additional name(s) and address(es) attached?

☐

Yes

☒

No

3. Nature of Conveyance:

☒

Assignment

☐

Merger

☐

Change of Name

☐

Verified Translation

☐

Security Agreement

☐

Other: _____

Execution Date: November 22, 2000 and November 29, 2000

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date(s) of the application is: _____

A. Patent Application No(s):

B. Patent No(s):

09/657,181

Others on additional sheet(s) attached?

☐

Yes

☒

No

5. Name and address of party to whom correspondence concerning document should be mailed:

Floyd B. Chapman
Intellectual Property Department
Brobeck, Phleger & Harrison LLP
1333 H Street, N.W.
Suite 800
Washington, DC 20005
(202) 220-6000 (telephone)
(202) 220-5200 (facsimile)

6. Total number of applications and patents involved:

Application(s): 1

+ Patent(s): _____

= Total: _____

7. Total Fee (37 C.F.R. § 3.41) \$ 40.00

☒

Enclosed

☐

Authorized to be charged to Deposit Account

8. Deposit Account No.: 50-1640

(Duplicate copy of this sheet attached)

☒

Charge any underpayment or credit any overpayment to above Deposit Account

DO NOT USE THIS SPACE

9. Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Floyd B. Chapman, Reg. No. 40,555

Name of Person Signing

Floyd B. Chapman

Signature

Dec 12, 2000

Date

Total number of pages including cover sheet, attachments, and document:

ASSIGNMENT

WHEREAS, WE, Scott A. Moskowitz, residing at 16711 Collins Avenue, #2505, Miami, Florida, 33160, USA, and Michael W. Berry, 12401 Princess Jeanne, Albuquerque, New Mexico, 87112, USA, have invented certain new and useful improvements in and to the subject matter of:

METHOD AND DEVICE FOR MONITORING AND ANALYZING SIGNALS

described in an application for United States Letters Patent filed on September 7, 2000, and accorded Application No. 09/657,181;

AND, WHEREAS, Blue Spike, Inc., a corporation organized under the laws of the State of Florida, having a place of business located at 16711 Collins Avenue, #2505, Miami, Florida, 33160, USA (hereinafter "ASSIGNEE"), is desirous of acquiring certain rights to the improvements and under the application;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) or the equivalent thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, we do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, our entire right, title and interest in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto in and to said improvements, said United States application, any other United States applications, including provisional, divisional, renewal, substitute, continuation, reexamination and reissue applications, based in whole or in part on said United States application or in whole or in part on said improvements, any foreign applications, including international and regional applications, based in whole or in part on any of the aforesaid United States applications or in whole or in part on said improvements, and in and to any and all letters patent, including extensions thereof, of any country which have been or may be granted on any of the aforesaid applications or on said improvements or any parts thereof;

AND WE hereby authorize and request our attorneys, Brobeck, Phleger & Harrison LLP, whose address is 1333 H Street, N.W., Suite 800, Washington, DC 20005, to insert hereon any identification necessary or desirable for recordation of this document, including the filing date and application number of said application when known.

AND WE hereby agree for ourselves and our heirs, executors and administrators to execute without further consideration any further documents and instruments which may be necessary, lawful and proper in the prosecution of said above-referenced application or in the preparation or prosecution of any continuing, substitute, divisional, renewal, reexamination or reissue application or in any amendments, extensions or interference proceedings, or other applications for patents of any region or country, that may be necessary to secure to ASSIGNEE its interest and title in and to said improvements or any parts thereof, and in and to said several patents or any of them;

AND WE hereby covenant for ourselves and our legal representatives, and agree with said ASSIGNEE, its successors and assigns, that we have granted no right or license to make, use, sell or offer to sell said improvements, to anyone except said ASSIGNEE, that prior to the execution of this deed, our right, title and interest in said improvements had not been

otherwise encumbered, and that we have not and will not execute any instrument in conflict therewith;

AND WE do hereby authorize and request the United States Commissioner for Patents to issue any and all letters patent which may be granted upon said United States applications, or upon said improvements or any parts thereof when granted, to said ASSIGNEE.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

11-22-00
Date

Scott A. Moskowitz
Scott A. Moskowitz

County of DADE)
State of FLORIDA) ss:

On this 22 day of NOVEMBER, 2000, before me a Notary Public in and for the County and State aforesaid, personally appeared SCOTT A. MOSKOWITZ to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

(SEAL)

Eva VonStrehle
Notary Public
My Commission Expires 2/9/2001
Eva VonStrehle
Notary Public, State of Florida
Commission No. CC 619951
My Commission Exp. 2/9/2001
Bonded Through Fla. Notary Service & Bonding Co.

Date

Michael W. Berry

County of _____)
State of _____) ss:

On this _____ day of _____, 2000, before me a Notary Public in and for the County and State aforesaid, personally appeared _____ to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

(SEAL)

Notary Public

My Commission Expires _____

otherwise encumbered, and that we have not and will not execute any instrument in conflict therewith;

AND WE do hereby authorize and request the United States Commissioner for Patents to issue any and all letters patent which may be granted upon said United States applications, or upon said improvements or any parts thereof when granted, to said ASSIGNEE.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

Date

Scott A. Moskowitz

County of _____)

) ss:

State of _____)

On this _____ day of _____, 2000, before me a Notary Public in and for the County and State aforesaid, personally appeared ~~Michael Berry~~, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

(SEAL)

Notary Public

11/29/00
Date

My Commission Expires _____

[Signature]
Michael W. Berry

County of BERNALILLO)

) ss:

State of New Mexico)

On this 29th day of November, 2000, before me a Notary Public in and for the County and State aforesaid, personally appeared Michael Berry, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.



OFFICIAL SEAL

April Wyant

NOTARY PUBLIC
STATE OF NEW MEXICO

My Commission Expires: 3/24/2003

[Signature]
Notary Public

My Commission Expires 3/24/2003